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LOCKHEED MARTIN CORPORATION

FILED
APR 23 2008
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

ADR

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

BAHMAN M. GHANI,

Plaintiff,

vs.

LOCKHEED MARTIN CORPORATION
SPACE SYSTEMS COMPANY; DOES 1
through 20, inclusive,

Defendants.

Case No.

Case Filed: March 13, 2008

NOTICE TO FEDERAL COURT OF
REMOVAL OF CIVIL ACTION UNDER

28 U.S.C. §§1441(a) & (b)

(Diversity of Citizenship)

C08-02120

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF CALIFORNIA AND CLERK OF COURT:

PLEASE TAKE NOTICE that Defendant LOCKHEED MARTIN CORPORATION,
incorrectly sued as LOCKHEED MARTIN CORPORATION SPACE SYSTEMS
COMPANY, hereby removes the above-captioned action, Case No. 108CV108054, from the
Superior Court of the State of California, County of Santa Clara to the United States District
Court for the Northern District for California, pursuant to 28 U.S.C. §§ 1332(a)(1), 1441 and

FOSTER & ASSOCIATES
ATTORNEYS AT LAW
610 - 16TH STREET - SUITE 310 - OAKLAND, CALIFORNIA 94612
TEL: (510) 763-1900 • FAX: (510) 763-5952

GO 44 SEC. 11
NOTICE OF ASSIGNMENT
TO MAGISTRATE JUDGE SENT

1 1446.

2 **I. JURISDICTION**

3 1. The U.S. District Court has original jurisdiction over this matter pursuant to 28
4 U.S.C. § 1332 (a)(1). This case may be removed pursuant to 28 U.S.C. § 144(b) because it is a
5 civil action in which the amount in controversy exceeds \$75,000, exclusive of interest and
6 costs, it is between citizens of different states, and no defendant is a citizen of the State of
7 California.

8 **II. INTRADISTRICT ASSIGNMENT**

9 2. Venue in the San Jose Division of the District Court is proper because the events
10 giving rise to Plaintiff's purported claim occurred in Santa Clara County, California. N.D. Cal.
11 R. 3-2(e).

12 **III. GENERAL INFORMATION**

13 3. On March 21, 2008, Plaintiff filed an unverified First Amended Complaint in
14 Superior Court of the State of California, County of Santa Clara, entitled BAHMAN GHANI
15 vs. LOCKHEED MARTIN CORPORATION SPACE SUPPLY SYSTEMS, designated as
16 Case No. 108CV108054 (hereinafter the "Complaint").

17 4. In the Complaint, Plaintiff alleges, among other things, that Defendant breached an
18 alleged implied employment agreement it had with him and, following the termination of his
19 employment, misrepresented the reasons of said termination and otherwise interfered with his
20 ability to secure alternative employment. A true and correct copy of the Summons and First
21 Amended Complaint from the Santa Clara County Superior Court is attached hereto as Exhibit
22 "A".

23 5. Defendant first received a copy of the Complaint on April 1, 2008, by mail from
24 the United States Postal Service. Plaintiff did not serve the Complaint on Defendant's
25 registered agent for service of process. Defendant filed its Answer to said Complaint in the
26 Santa Clara County Superior Court on April 22, 2008. A true and correct copy of the Answer
27 to Complaint is attached hereto as Exhibit "B".
28

6. There is no other defendant, other than Lockheed Martin, named in the Complaint.

7. This notice to Federal Court of Removal of Civil Action is timely in that it is filed within thirty days of April 1, 2008, the date Defendant received Plaintiff's service of his Complaint by mail. Murphy Brothers, Inc. v. Michetti Pipe Stringing, Inc. 526 U.S. 344 (1999); Brown v. Demco, Inc., 792 F.2d 478 (5th Cir. 1986) (thirty day removal period runs for all defendants from the date served with the original complaint; McAnally Enterprises, Inc. v. McAnally, 107 F. Supp. 2d 1223, 1229 (C.D. Cal. 2000).

8. This action may be removed to this Court pursuant to 28 U.S.C. § 144 (b) because it is a civil action over which this Court has original jurisdiction based on diversity of citizenship pursuant to 28 U.S.C. § 1332 (a). This case is a civil action between citizens of different states and it is obvious from the fact of the Complaint that Plaintiff seeks more than \$75,000 in damages, exclusive of interest and costs.

IV. DIVERSITY

9. Diversity grounds for removal exists based upon the following;

a. Defendant is informed and believes that Plaintiff was, at the time of commencing this action, and still is, a citizen of Santa Clara County, California.

b. At the time this action was commenced in state court, Defendant was, and still is, a corporation organized under the laws of the State of Maryland and maintaining its principle place of business in the State of Maryland. Thus, Defendant is not a citizen of the State of California. 28 U.S.C. §1332 (c)(1).

c. Defendants designated as DOES 1 through 20 are fictitious defendants, are not parties to this action, have not been named or served, and are to be disregarded for the purpose of this removal. 28 U.S.C. § 1441 (a). McCabe V. General Foods Corp., 811 F2d 1336, 1339 (9th Cir. 1987). The Doe defendants, therefore, need not consent to this removal.

10. No other party has been named or has been served as of the date of this removal.

V. AMOUNT IN CONTROVERSY

11. In order to satisfy the \$75,000 amount in controversy requirement, the removing party must demonstrate that the amount in controversy "more likely than not" exceeds \$75,000. Sanchez v. Monumental Life Ins. Co., 102 F.3d 398, 404 (9th Cir. 1996).

12. The District Court may consider whether it is facially apparent from the Complaint that the jurisdictional amount is met. Singer v. State Farm Mutual Auto Ins. Co., 116 F.3d 373, 377 (9th Cir. 1997); Conrad Assoc. v. Hartford Accident & Indemnity Co., 1994 F. Supp. 1196, 1198 (N.D. Cal. 1998).

13. In the present case, Plaintiff's Complaint seeks "general damages in the amount of \$1,000,000.00", punitive and treble damages and costs of suit. Accordingly, it is apparent from the face of the Complaint that the \$75,000 amount in controversy requirement is met. See Bosinger v. Phillips Plastics Corp., 57 F. Supp. 2d 986, 989 (S. D. Cal. 1999) Therefore, this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

14. All pleadings, process or orders received by Defendant in the case are attached hereto. Defendant has received no other process pleadings or orders.

Dated: April 23, 2008

FOSTER & ASSOCIATES



Michael W. Foster, Esq.

Attorneys for LOCKHEED MARTIN CORPORATION

**AMENDED SUMMONS
(CITACIÓN JUDICIAL)**

SUM-100

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY and
DOES 1 through 20, inclusive

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED FILED

08 MAR 21 AM 10:50

CLERK OF SUPERIOR COURT
COUNTY OF SANTA CLARA
G. Duarte DEPUTY

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BAHMAN M. GHANI

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SANTA CLARA COUNTY SUPERIOR COURT
191 North First Street
San Jose, CA 95113

CASE NUMBER:
(Número del Caso) 108CV108054

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

ROBERT L. MEZZETTI II, 114282 (408) 279-8400

MEZZETTI LAW FIRM, INC. M. JEAN STARCEVICH, 78298

31 East Julian Street 770 Lincoln Avenue

San Jose, CA 95112 San Jose, CA 95126

DATE:

MAR 21 2008

Clerk, by

Kiri Torre

(Secretario)

G. Duarte

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):

- on behalf of (specify):

under:	CCP 416.10 (corporation)	CCP 416.60 (minor)
	CCP 416.20 (defunct corporation)	CCP 416.70 (conservatee)
	CCP 416.40 (association or partnership)	CCP 416.90 (authorized person)

other (specify):

- by personal delivery on (date):

(SEAL)

1 **M. JEAN STARCEVICH (#78298)**
2 770 Lincoln Avenue
3 San Jose, CA. 95126
4 **TELEPHONE: (408) 287-7787**

5 **ROBERT L. MEZZETTI, II (#114282)**
6 **MEZZETTI LAW FIRM, INC.**
7 31 East Julian Street
8 San Jose, CA. 95112
9 **TELEPHONE: (408) 279-8400**

10 Attorneys for Plaintiff **BAHMAN M. GHANI**

ENDORSED FILED

08 MAR 21 AM 10:51

CLERK
COUNTY OF SANTA CLARA
BY G. Duarte DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SANTA CLARA**

13 **BAHMAN M. GHANI**

14 Plaintiff,

15 vs.

16 **LOCKHEED MARTIN CORPORATION**
17 **SPACE SYSTEMS COMPANY, and**
18 **DOES 1 through 20, inclusive,**

19 Defendants.

NO. 108CV 108054

FIRST AMENDED COMPLAINT SEEKING
DAMAGES FOR WRONGFUL
TERMINATION AND FOR TORTIOUS
INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE AND
ADVANTAGEOUS ECONOMIC RELATIONS;
DEMAND FOR JURY TRIAL

20 Plaintiff alleges:

21 **FIRST CAUSE OF ACTION**

22 (Breach of Implied Contract Not to Terminate Employment Except for Good Cause)

23 1. Plaintiff Bahman M. Ghani is 50 years of age and a former employee of the
24 defendant Lockheed Martin Corporation Space Systems Company, having been employed by
25 said defendant for 27 years, beginning immediately upon his graduation from college in 1980
26 through the involuntary termination of his employment on June 7, 2007. At all times
27 mentioned, plaintiff was a person fully qualified and competent to perform his job duties with
28 the defendant and had done so admirably for each and every year he was employed by the
29 defendant.

30 2. Defendant Lockheed Martin Corporation Space Systems Company [hereinafter
31 "Lockheed"] is a corporation, doing business within the State of California, with a plant

Complaint

1 location and facilities at 1111 Lockheed Martin Way, Sunnyvale, California, 94089. Plaintiff
2 was employed at Lockheed's Sunnyvale facilities.

3 3. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of defendants named herein as DOES I through 20, inclusive, are unknown to
5 plaintiff who therefore sues said defendants by such fictitious names. Plaintiff prays leave to
6 amend this complaint when their true names and capacities have been ascertained.

7 4. At all times herein mentioned, each of the defendants, including the DOE
8 defendants, was the agent, servant, and employee of the other defendants and was acting at
9 all times within the scope of his/her agency and employment, and with the knowledge and
10 consent of his/her employer. Defendants, and each of them, at all times herein mentioned
11 acted jointly and in concert and conspired and agreed to do the things hereinafter specified;
12 and each and all of the things hereinafter alleged to have been done by defendants or any of
13 them, were done as co-conspirators and thus, as agents for each other, as well as in their
14 respective individual capacities, to advance their own individual interests.

15 5. On or about 1980, upon plaintiff's graduation from college with a Bachelor of
16 Science in aerospace engineering from Syracuse University, plaintiff immediately went to
17 work for the defendant Lockheed as an associate engineer. Throughout his employment with
18 Lockheed, plaintiff received yearly merit raises, many, many awards, plaques and certificates
19 of commendation, and was promoted throughout his career. In addition, during his 27 year
20 tenure with Lockheed, all of plaintiff's performance reviews were either good or exceptional.
21 He was never a marginal performer nor did he ever receive a bad review.

22 Plaintiff was a trustworthy and dedicated Lockheed employee, and received awards
23 not only from his employer, but also from the United States Navy with whom he worked very
24 closely. In conjunction with his work at Lockheed, plaintiff secured and maintained a top
25 secret security clearance. Plaintiff consistently maintained the highest of work standards and
26 ethics throughout his career at Lockheed.
27
28

1 6. In all positions the plaintiff held at Lockheed Martin, he performed exceedingly
2 well. Not only did he perform well, but he was well liked and respected by those with whom
3 he worked. His yearly performance reviews in the years preceding his termination reflect his
4 outstanding career job performance at Lockheed and his devotion to his job. In every year of
5 his 27 years of service at Lockheed Martin, plaintiff received reviews where he always,
6 without fail, exceeded expectations. In all 27 years of service, plaintiff never once received a
7 bad review or one in which he merely met expectations. Plaintiff took a great deal of pride in
8 his work and that pride was reflected in the reviews he received.

9 7. Throughout his 27 years of service with Lockheed, plaintiff was assured that he
10 would not be terminated except for good cause proven. Moreover, based on his longevity of
11 employment, as well as the various promotions, commendations, awards, salary increases,
12 and lack of criticism of his work, plaintiff had an implied agreement with the defendant
13 Lockheed Martin that he would not be discharged from his employment except for good
14 cause proven.

15 8. Plaintiff's problems began, however, in approximately November of 2006, when
16 a computer software engineer whom plaintiff supervised advised plaintiff that he had a "family
17 crises" and needed to take some personal time off. This engineer advised the plaintiff that
18 his son had started to run with the wrong crowd, had encountered some problems with law
19 enforcement and was getting involved with drugs. Therefore, he advised plaintiff he needed
20 to take some personal time to deal with his son, and to attempt to address the problem.
21 Plaintiff advised this employee that it was "no problem" and he could indeed, take the
22 personal time off as requested.

23 Throughout the following months, through February of 2007, this particular employee
24 took time off, sometimes using his vacation and sick pay, and other times requesting the
25 personal time. This employee would physically come into work on occasion, and on other
26 occasions would work from home, in an attempt to keep up with his workload. Plaintiff did
27 what he could to accommodate this particular employee's needs. Plaintiff faithfully coded this
28

1 employee's absences as "personal time off," and reported all time off that had been
2 requested. Nothing was hidden. In addition, plaintiff never viewed this employee's absence
3 as long term, but only an as incidental absence, fully expecting this employee to return to
4 work as the situation dictated. And, according to Lockheed policy, plaintiff had full discretion
5 to approve the incidental absences, with HR only to be consulted if an incidental absence
6 was to be denied or if an employee was to be disciplined due to excessive incidental
7 absences. Managers were advised per Lockheed policy that they were not to discipline
8 employees for absences that were related to, or protected by a reasonable accommodation
9 granted by Lockheed or any applicable laws.

10 9. Towards the end of February, 2007, this particular employee advised the
11 plaintiff he had found a treatment program for his son in Texas, and that he needed additional
12 time in which to move his son to Texas and into the program. Plaintiff again acquiesced in
13 this request. Again, this employee would report in, and attempt to keep up with projects
14 where he could.

15 10. In mid-March of 2007, when this employee advised the plaintiff he was ready to
16 return to work full time, plaintiff advised the employee his job was waiting for him. However,
17 when this employee did not report to work as indicated at the end of the month, and when
18 plaintiff's attempts to contact him went unheeded, plaintiff became concerned, and addressed
19 these concerns with his boss, a Chris Agler. Agler in turn discussed the situation with
20 personnel in Human Resources. When it was discovered that this employee was in the area
21 and had not reported to work for more than three days nor called in to request any more time
22 off, his employment was summarily terminated in the spring of 2007.

23 11. In the meantime, plaintiff was advised his own conduct in the incident would be
24 investigated. Plaintiff understood that there was nothing wrong with this particular employee
25 having taken the time off, and indeed, under the Family Medical Leave Act, this employee
26 could have requested and received the time off as mandated by law, but the problem
27 [apparently] was in the way in which the employee's absences had been coded. Plaintiff was
28

1 advised that the "personal time off" code for incidental absences could only be used for five
2 consecutive days, a limitation of which he was previously unaware. Plaintiff was further
3 advised if there was a request for leave under the FMLA, for which this employee clearly
4 qualified and would be entitled, that would have to be reported to HR.

5 However, in reviewing Lockheed's policy, there appears to be no five day limitation as
6 to incidental absences relating to personal time off due to the illness of a family member, but
7 only where an employee's own serious health condition requires absence from work for more
8 five full or partial workdays. Moreover, incidental absences are not to accumulate and are
9 not considered a "leave bank", according to Lockheed policy. Further, incidental absences
10 need only the approval of the employee's immediate manager, as had been done in this
11 situation. And finally, while personal leave as opposed to incidental absences does require
12 the approval of a manager in conjunction with HR, that leave may be granted for a maximum
13 of one year according to Lockheed policy, not five days.

14
15 12. Nonetheless, for the next month, plaintiff went about his business as part of the
16 Systems Engineering Integration and Test ["SEIT"] group. Plaintiff anticipated at best, he
17 would be exonerated from any malfeasance in the matter and/or would be given training with
18 regard to appropriate coding of time off requests, or at worst, would be given a reprimand
19 and/or taken out of a supervisory role. Therefore, it came as a complete and total shock
20 when on June 7, 2007, Chris Agler asked plaintiff to report for a meeting at 3:00 PM that day
21 with the SEIT director, at which time his employment was abruptly and summarily terminated
22 after twenty seven years of uninterrupted and exemplary service with Lockheed. Plaintiff was
23 advised in this meeting that he had been *negligent* in his supervisory duties, and as a result
24 of this alleged *misconduct*, his employment was terminated, effective immediately. Plaintiff
25 was then given three hours to clean out his desk, hand over his badge, cell phone and
26 computer.

27 13. Worse, in plaintiff's letter of termination, he was advised his employment was
28 terminated as the "result of your misconduct in violation of Lockheed Space Systems

1 Company CM 1.5.1-T1-HRmgt-1.3-D, Conduct and Disciplinary Action for Salaried
2 Employees." However, in reviewing Lockheed's direction on appropriate conduct for salaried
3 employees, and specifically item 1.5.1, plaintiff was not discharged for miscoding work time,
4 (item 1.5.2) but rather for "allegations of theft or misuse of Lockheed Martin or government
5 property, funds, or other resources," a charge which was not only untrue, but baffling,
6 degrading, libelous and demeaning given the circumstances surrounding the matter.

7 14. Plaintiff, in fact, engaged in no wrongdoing and/or misconduct in that not only
8 were the actions that he took in violation of no Lockheed policy, but even if they were, they
9 resulted in no personal benefit or gain to himself, but were done solely to aid a fellow
10 subordinate employee, who found himself and his family in a dire and distressing situation.
11 Plaintiff, both as a supervisor and as a human and a father himself, did what he could and
12 what the law mandated to accommodate his subordinate who needed the time off to deal with
13 his family crises. Plaintiff's actions in no way constituted cause for the termination of his
14 employment, much less good cause.

15 15. In doing those things as above alleged, the defendant Lockheed Martin
16 breached its implied contract with the plaintiff to not terminate his employment except for
17 good cause proven. The defendant, in taking those actions as stated above, terminated the
18 plaintiff's employment for no justified reason or good cause, thereby breaching its implied
19 contract with the plaintiff.
20

21 16. The plaintiff performed all covenants, conditions, and duties of his employment
22 with the defendant, until said employment was abruptly terminated by the defendant, thereby
23 excusing further performance by the plaintiff.

24 17. As a result and proximate cause of the defendant's breach of plaintiff's implied
25 contract of continued employment, plaintiff has been compelled to seek other employment,
26 and although he was ultimately able to obtain alternative employment, it has been at a much-
27 reduced rate of pay. To that end, with the defendant Lockheed Martin, at the time of his
28 termination in June of 2007, plaintiff was earning approximately \$158,000/year, exclusive of

1 benefits. With benefits included, plaintiff estimates his compensation package approximated
2 closer to \$190,000/year. Plaintiff went without employment for a period of approximately 3
3 months, after which he first secured employment with a company that would have paid him a
4 salary comparable to that which he was making with Lockheed. This offer of employment
5 was expressly made contingent on the ability of plaintiff to transfer his top governmental
6 security clearance that he had maintained for years while at Lockheed to his new employer.
7 However, plaintiff learned that Lockheed had informed Defense Security Services of not only
8 plaintiff's termination, but the alleged basis for plaintiff's termination, and thus, his security
9 clearance had been cancelled and could not be transferred. As a consequence, this
10 particular company rescinded its offer of employment.

11
12 Soon thereafter, another company offered plaintiff part time employment, which he
13 began at the end of September of 2007. This employment, however, has been and is at a
14 drastically reduced rate of pay, with plaintiff currently earning approximately \$66,000
15 annually, with the expectation that he will become a full time employee in the near future, at
16 which time he will begin earning \$132,000 annually, again a substantial reduction from what
17 he was earning at Lockheed.

18 18. Plaintiff has lost pay and benefits, and will continue to lose income and benefits
19 into the future, in spite of his efforts to mitigate his damages, in an amount to be proven at
20 time of trial. Plaintiff claims such amount as damages, together with prejudgment interest
21 pursuant to Civil Code § 3287 and/or any other provision of the law providing for prejudgment
22 interest.

23 WHEREFORE, plaintiff prays judgment as hereinafter follows:

24 **SECOND CAUSE OF ACTION**

25 (Tortious Interference with Advantageous Economic/Business Relations)

26 19. Plaintiff incorporates by this reference and realleges as though fully set forth
27 herein paragraphs 1 through 17 of the First Cause of Action.
28

1 20. From and after the termination of plaintiff's employment with Lockheed, plaintiff
2 diligently sought to secure the same or comparable employment. Had plaintiff resigned from
3 his employment at Lockheed, and secured new employment, he could have simply had his
4 top secret government security clearance transferred, a clearance which is vital to his chosen
5 career's work. However, because of information provided by Lockheed to the Defense
6 Security Systems, plaintiff's security clearance was cancelled, seriously impeding him in his
7 ability to secure new employment and to take advantage of those job offers and opportunities
8 which were presented to him. Plaintiff had previously received awards and plaques from that
9 very division of the armed forces with whom he had worked most closely, i.e., the United
10 States Navy.

11 21. The defendant Lockheed knew that plaintiff would be unable to secure similar
12 employment without his security clearance, yet nonetheless carelessly and recklessly
13 informed the Defense Security Systems not only of the termination of the plaintiff's
14 employment but the alleged grounds for the termination.

15 22. The defendant knew that any ability of the plaintiff to work in the aerospace
16 industry in the future would be seriously harmed if the defendant provided any information to
17 the Defense Security Services that contained any allegations of misconduct on the plaintiff's
18 part, particularly if that alleged misconduct related to the theft or misuse of Lockheed's or
19 government property, the purported reasons given for the termination of plaintiff's
20 employment. Lockheed further knew that employment by others would result in economic
21 benefit to the plaintiff, but intentionally and without cause, disrupted these relationships by
22 among other things, providing false and misleading information to the Defense Security
23 Services which resulted in the cancellation of plaintiff's top security clearance, thereby
24 thwarting and diminishing plaintiff's efforts to engage in other meaningful and comparable
25 employment.

26 23. The defendant's statements to the Defense Security Services did in fact
27 interfere with advantageous economic relations with prospective employers in that plaintiff
28

1 had secured a job offer with one employer which was immediately withdrawn once it was
2 learned that plaintiff lacked the necessary security clearances and that those clearances had
3 been cancelled. Plaintiff has held a secret clearance since his first few months of
4 employment with Lockheed in 1980, and for over the past twenty years, has held a top secret
5 security clearance, allowing him to work in the most delicate and sensitive of areas.

6 24. Worse, even in plaintiff's new part time position, Lockheed has again interfered
7 with his ability to earn a living for no reason or cause. That is, on January 7, 2008, plaintiff
8 was scheduled to attend a meeting for his new employer on Lockheed premises in
9 Sunnyvale, California. On Friday afternoon, January 4, 2008, plaintiff was informed by the
10 person organizing the meeting that Lockheed HR had denied him access to the plant. No
11 reason was given. As a consequence, plaintiff could represent neither his company nor the
12 customer at the meeting. The meeting was with a working group that is held periodically to
13 review data result. Several associated contractors attend. Plaintiff's current employer has a
14 contract with the United States Navy and thus, made a request of the Navy to attend the
15 meeting and was given approval. Plaintiff's current employer's security officer put in a formal
16 request to visit the Lockheed facility for purposes of this meeting, and as the meeting got
17 closer, plaintiff himself called the meeting's point of contact for status and was informed that
18 his visit request to attend was refused/denied by Lockheed without any reason given. The
19 defendant continues to interfere with and disrupt plaintiff's earning ability and advantageous
20 business relations.

21
22 25. As a direct and proximate result of the aforesaid acts of defendant, plaintiff has
23 lost employment opportunities, and had prospective economic relations disrupted, and will
24 continue to lose them, unless and until defendant ceases to engage in its tortious conduct.
25 Plaintiff claims such amounts as damages, together with prejudgment interest pursuant to
26 Civil Code § 3287 and/or any other provision of law providing for prejudgment interest.

27 26. Further, because the acts of the defendant were done willfully, maliciously,
28 oppressively, deliberately, intentionally and in a cold and callous manner to order to injure,

harass, and damage the plaintiff and/or were done in conscious disregard of the plaintiff's rights, plaintiff requests the assessment of punitive damages against the defendant in an amount to be proven at trial.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 1050, 1052, and 1053)

27. Plaintiff realleges and incorporates by this reference paragraphs 1 through 17, and 20 through 25, as though fully set forth herein.

28. In doing those acts as alleged above, the defendant Lockheed violated Labor Code sections 1050, 1052, and 1053, which expressly make it illegal for any employer to thwart or attempt to thwart the ability of a former employee to obtain new employment by means of any misrepresentation or by any statement, other than a truthful one concerning the reason for the discharge of an employee.

29. Moreover, the violation of these mandates, compels the award of treble damages as provided in Labor Code § 1054.

WHEREFORE, plaintiff prays judgment as hereinafter follows:

1. For back pay, front pay, and other monetary relief in an amount to be proven;
2. For general damages in the amount of \$1,000,000.00;
3. For punitive damages in an amount to be proven;
4. For treble damages;
5. For prejudgment interest as provided by law;
6. For costs of suit; and
7. For such other and further relief as the court deems just and proper.

DATED: 3/20/08


M. JEAN STARCEVICH, Attorney for
 Plaintiff **BAHMAN M. GHANI**

MICHAEL W. FOSTER (State Bar No. 127691)
 DANIELLE OCHS-TILLOTSON (State Bar No. 178677)
 DAVID J. CARDIFF (State Bar No. 184264)
 FOSTER AND ASSOCIATES
 610 16TH Street, Suite 310
 Oakland, California 94612
 Telephone: (510) 763-1900
 Facsimile: (510) 763-5952
mfooster@fosterlaborlaw.com

Attorneys for Defendant
 LOCKHEED MARTIN CORPORATION

ENDORSED
 FILED
 APR 22 08
 KIRI TORRES
 JUD. EXEC. OFFICE CLERK
 SUPERIOR COURT OF CA
 COUNTY OF SANTA CLARA
 DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR COUNTY OF SANTA CLARA

BAHMAN M. GHANI,

Plaintiff,

vs.

LOCKHEED MARTIN SPACE SYSTEMS
 COMPANY; DOES 1 through 20,
 inclusive,

Defendants.

Case No. 108CV108054

Case Filed: March 13, 2008

**ANSWER TO COMPLAINT BY
 DEFENDANT LOCKHEED MARTIN
 CORPORATION**

Defendant LOCKHEED MARTIN CORPORATION, incorrectly sued as LOCKHEED
 MARTIN SPACE SYSTEMS COMPANY, hereby answers the First Amended Complaint
 filed by plaintiff BAHMAN M. GHANI as follows:

As said complaint is not verified, pursuant to Code of Civil Procedure section 431.30,
 Defendant generally denies each and every allegation of the complaint, the whole thereof, and
 each and every purported cause of action against Defendant.

Defendant further specifically denies that Plaintiff has been damaged in any sum or
 sums whatsoever, and specifically denies that Defendant is liable to Plaintiff in any manner

1 whatsoever, or for any purported special, general, compensatory, punitive, or other type of
2 alleged damages, attorney fees, or costs.

3 As further, separate, distinct, and affirmative defenses, Defendant alleges as follows:

4 **FIRST AFFIRMATIVE DEFENSE**

5 **(Failure to State Cause of Action)**

6 As and for a first affirmative defense, Defendant alleges that Plaintiff's Complaint, and
7 each purported cause of action asserted therein, fails to state a claim upon which relief can be
8 granted.

9
10 **SECOND AFFIRMATIVE DEFENSE**

11 **(Barred by Statutes of Limitations)**

12 As and for a second affirmative defense, Defendant is informed and believes, and
13 thereon allege, that Plaintiff's claims are barred, in whole or in part, by applicable statutes of
14 limitations, including but not limited to, Code of Civil Procedure §§ 338, 339 and 340.

15
16 **THIRD AFFIRMATIVE DEFENSE**

17 **(Failure to Exhaust Administrative Remedies)**

18 As and for a third affirmative defense, Defendant alleges that Plaintiff has failed to
19 properly exhaust his administrative remedies and/or has otherwise failed to comply with all
20 statutory prerequisites to suit.

21
22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(Failure to Mitigate)**

24 As and for a fourth affirmative defense, Defendant is informed and believes that
25 Plaintiff has failed to mitigate the purported damages alleged in the complaint. Therefore,
26 Plaintiff's alleged damages must be barred entirely or reduced in proportion to Plaintiff's
failure to mitigate.

FIFTH AFFIRMATIVE DEFENSE**(Comparative Negligence)**

As and for a fifth affirmative defense, Defendant is informed and believes that the circumstances described in the complaint, and whatever injuries or damages, if any, that Plaintiff allegedly suffered by reason thereof, were proximately caused and contributed to, in whole or in part, by the negligence or intentional misconduct of Plaintiff. Therefore, Plaintiff's recovery, if any, must be reduced, in whole or in part, by the proportion of his own negligence or barred by her intentional misconduct.

SIXTH AFFIRMATIVE DEFENSE**(Comparative Negligence of Third Parties)**

As and for a sixth affirmative defense, Defendant is informed and believes that whatever injuries or damages, if any, that Plaintiff allegedly suffered were proximately caused and contributed to, in whole or in part, by the negligence or intentional misconduct of others. Therefore, Plaintiff's recovery against Defendant, if any, must be reduced, in whole or in part, by the proportion of the negligence of said others or barred by their intentional misconduct.

SEVENTH AFFIRMATIVE DEFENSE**(Exclusive Remedy of Workers' Compensation)**

As and for a seventh affirmative defense, Defendant alleges that this Court lacks jurisdiction over any portions of plaintiff's purported causes of actions which allege injuries to plaintiff's health, including, but without limitation, plaintiff's claims of humiliation, embarrassment, mental anguish, physical and emotional distress, severe and mental upset, and aggravation, as these claims are within the exclusive jurisdiction of applicable workers' compensation laws of the State of California.

EIGHTH AFFIRMATIVE DEFENSE

(Punitive Damages Claim Violates Substantive Due Process)

As and for an eighth affirmative defense, Defendant contends that given the facts underlying this dispute, any award of punitive or exemplary damages to plaintiff would violate Defendant's rights to substantive due process as provided by the Fifth Amendment to the Constitution of the United States and by the Constitution of the State of California.

NINTH AFFIRMATIVE DEFENSE

(Punitive Damages Claim Violates Procedural Due Process)

As and for a ninth affirmative defense, Defendant contends that plaintiff's Complaint, to the extent that it seeks punitive or exemplary damages pursuant to California Civil Code § 3294, violates Defendant's right to procedural due process under the Fourteenth Amendment of the United States Constitution and under the Constitution of the State of California, and therefore fails to state a cause of action for which punitive damages or exemplary damages may be awarded.

TENTH AFFIRMATIVE DEFENSE

(Punitive Damages)

As and for a tenth affirmative defense, Defendant contends that plaintiff cannot recover punitive damages or exemplary damages because plaintiff has failed to plead and cannot establish facts sufficient to support allegations of malice, oppression or fraud.

ELEVENTH AFFIRMATIVE DEFENSE

(Privilege and Justification)

As and for an eleventh affirmative defense, Defendant contends that its alleged conduct, if and to the extent it occurred, was privileged and justified, and no action may be taken against it on account of such conduct, if any.

TWELFTH AFFIRMATIVE DEFENSE

(Estoppel)

As and for a twelfth affirmative defense, Defendant contends that as a result of plaintiff's conduct, acts, and or omissions, plaintiff is barred from asserting any claim against these answering defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

(Waiver)

As and for a thirteenth affirmative defense, Defendant contends that as a result of plaintiff's conduct, acts, and or omissions, plaintiff has waived his right to assert any claims against these answering defendants.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

As and for a fourteenth affirmative defense, Defendant contends that as a result of plaintiff's conduct, acts and or omissions, plaintiff has unclean hands and may recovery for this action.

FIFTEENTH AFFIRMATIVE DEFENSE

(Consent)

As and for a fifteenth affirmative defense, Defendant alleges upon information and belief that plaintiff expressly participated in, acknowledged, authorized, consented to and approved, each and every of the acts complained of herein which plaintiff now complains that he has been damaged as a result thereof. Therefore, plaintiff is barred, stopped, and precluded from the recovery sought herein.

SIXTEENTH AFFIRMATIVE DEFENSE

(Proper Business Reason)

As and for a sixteenth affirmative defense, Defendant contends that the Complaint, and each alleged cause of action contained therein, is barred by the fact that any actions taken against Plaintiff were for a proper, business-related reason, which was neither arbitrary, capricious, nor unlawful.

SEVENTENTH AFFIRMATIVE DEFENSE

(At-Will Employment)

As and for a seventeenth affirmative defense, Defendant contends that the Complaint, and each alleged cause of action contained therein, is barred by the fact that Plaintiff's employment was terminable at the will of either party, with or without cause, so that Plaintiff has no claim or cause of action based upon the termination of his employment. California Labor Code §2922.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Failure to Comply with Employer's Directions)

As and for an eighteenth affirmative defense, Defendant contends that by virtue of his conduct and actions prior to the filing of his Complaint, Plaintiff has violated California Labor Code Section 2856 and is, precluded from recovering against Defendants.

NINETEENTH AFFIRMATIVE DEFENSE

(Truth/Absence of Malice)

As and for a nineteenth affirmative defense, Defendant contends that its statements made related to plaintiff were true and/or made without malice towards plaintiff.

TWENTIETH AFFIRMATIVE DEFENSE

(After Acquired Evidence)

As and for a twentieth affirmative defense, Defendant is informed and believes, and thereon alleges, that plaintiff's claims are barred, in whole or in part, by reasons of plaintiff's own conduct, which had such conduct been previously known to defendant would have resulted in plaintiff's employment to either have not taken place with this defendant or resulted in plaintiff being terminated as a result of such conduct or omission.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Preemption)

As and for a twenty-first affirmative defense, Defendant alleges that plaintiff's claims are preempted by applicable state, federal and local laws.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(ERISA Preemption)

As and for a twenty-third affirmative defense, Defendant alleges that plaintiff's claim for loss of job benefits are preempted by the Employee Retirement Income Security Act of 1974 (29 U.S.C. §1001 et. seq.).

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Reservation of Defenses)

Additional affirmative defenses may be available to Defendant and, thus, Defendant will move to amend its answer to allege such additional affirmative defenses after they have been fully ascertained and can be pleaded.

1 WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

- 2 1. That Plaintiff takes nothing by reason of his complaint;
- 3 2. That Plaintiff is denied any other relief, whether injunctive or otherwise;
- 4 3. That Defendant is awarded its costs of suit herein;
- 5 4. That Defendant is awarded its attorney fees; and
- 6 5. For such other and further relief as the Court deems just and proper.

7
8
9 Dated: April 22, 2008

FOSTER & ASSOCIATES

10 

11 _____
12 Michael W. Foster, Esq.
13 Attorneys for Defendant
14 LOCKHEED MARTIN CORPORATION
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PROOF OF SERVICE

Ghani v. Lockheed Martin Space Systems Company
 Santa Clara Superior Court
 Case No. 108CV108054

APR 22 08

I, the undersigned, state that I am a citizen of the United States and employed in the County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; that my business address is 610 - 16th Street, Suite 310, Oakland, California 94612. On April 22, 2008, I served the within:

ANSWER TO COMPLAINT BY DEFENDANT LOCKHEED MARTIN CORPORATION

on the parties in this action, by placing a true copy thereof in a sealed envelope, each envelope addressed as follows:

M. Jean Starceovich
 770 Lincoln Avenue
 San Jose, CA 95126
 Attorneys for Plaintiff

Robert L. Mezzetti, II
 Mezzetti Law Firm, Inc.
 31 East Julian Street
 San Jose, CA 95112
 Attorneys for Plaintiff

- ☒ (BY U.S. MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Oakland, California.
- ☐ (BY PERSONAL SERVICE) I caused each such envelope to be delivered by hand to the offices of each addressee above.
- ☐ (BY OVERNIGHT DELIVERY) I caused each such envelope to be delivered in a box or other facility regularly maintained by Federal Express, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents to be delivered to the addressee above.
- ☐ (BY FAX/TELECOPIER) I caused this pleading to be transmitted by fax to the offices of each addressee above.
- ☐ (BY EMAIL ATTACHMENT) Pursuant to the agreement of the parties', a copy of the above- referenced documents is being served electronically.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Oakland, California, on April 22, 2008.



Terri L. Smith

FOSTER & ASSOCIATES
 ATTORNEYS AT LAW
 610 - 16TH STREET, SUITE 310 • OAKLAND, CALIFORNIA 94612
 TEL: (510) 763-1900 • FAX: (510) 763-5952

PROOF OF SERVICE

Ghani v. Lockheed Martin Space Systems Company
 Santa Clara Superior Court
 Case No. 108CV108054

I, the undersigned, state that I am a citizen of the United States and employed in the County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; that my business address is 610 - 16th Street, Suite 310, Oakland, California 94612. On April 23, 2008, I served the within:

NOTICE TO FEDERAL COURT OF REMOVAL OF CIVIL ACTION

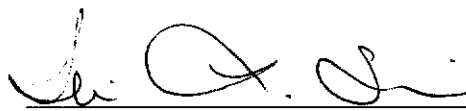
on the parties in this action, by placing a true copy thereof in a sealed envelope, each envelope addressed as follows:

M. Jean Starceovich
 770 Lincoln Avenue
 San Jose, CA 95126
 Attorneys for Plaintiff

Robert L. Mezzetti, II
 Mezzetti Law Firm, Inc.
 31 East Julian Street
 San Jose, CA 95112
 Attorneys for Plaintiff

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Terri L. Smith

FOSTER & ASSOCIATES
 ATTORNEYS AT LAW
 610 - 16TH STREET - SUITE 310 • OAKLAND, CALIFORNIA 94612
 TEL: (510) 763-1900 • FAX: (510) 763-5952

CIVIL COVER SHEET

JS 44 (Rev. 12/07) (and rev 1-16-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

BAHMAN M. GHANI

DEFENDANTS

LOCKHEED MARTIN CORPORATION

(b) County of Residence of First Listed Plaintiff SANTA CLARA
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant SANTA CLARA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

M. Jean Starceovich
770 Lincoln Avenue, San Jose, CA 95126; Ph. 408-287-7787
Robert L. Mezzetti, II, Mezzetti Law Firm
31 East Julian Street, San Jose, CA 95112; Ph. 408-279-8400

Attorneys (If Known)

Michael W. Foster/Danielle Ochs-Tillotson/David J. Cardiff
Foster & Associates
610 - 16th Street, Suite 310
Oakland, CA 94612; Ph: 510-763-1900

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |
| Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|--|--|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | PROPERTY RIGHTS | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 630 Liquor Laws | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 650 Airline Regs. | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 660 Occupational Safety/Health | SOCIAL SECURITY | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | LABOR | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 810 Selective Service |
| <input checked="" type="checkbox"/> 190 Other Contract | PERSONAL INJURY | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | PERSONAL PROPERTY | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 196 Franchise | PRISONER PETITIONS | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 890 Other Statutory Actions |
| REAL PROPERTY | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 740 Railway Labor Act | FEDERAL TAX SUITS | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 892 Economic Stabilization Act |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 444 Welfare | IMMIGRATION | | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 462 Naturalization Application | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 465 Other Immigration Actions | | <input type="checkbox"/> 950 Constitutionality of State Statutes |

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1441 (B)

Brief description of cause:

Wrongful Termination/Breach of Contract, Tortious Interference w/ Economic Advantage, Labor Code Section 1050 et seq.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 1,000,000+ CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE

DATE

4/23/08

SIGNATURE OF ATTORNEY OF RECORD

[Signature]